

# **COMPLAINT EXHIBIT B**

# ELASTIC FABRICS OF AMERICA

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## EXCLUSIVE SUPPLIER AGREEMENT

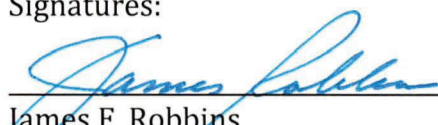
This EXCLUSIVE SUPPLIER AGREEMENT hereinafter referred to as ("AGREEMENT") made this 10<sup>th</sup> day of AUGUST 2015, by and between ELASTIC FABRICS OF AMERICA hereinafter referred to as ("EFA"), a business located at 3112 Pleasant Garden Road Greensboro, N.C. 27406 and The Marena Group hereinafter referred to as ("MARENA"), a business located at 650 Progress Industrial Blvd. Lawrenceville, Ga. 30043.

EFA agrees to sell EFA style 5860 to only MARENA on an exclusive basis for a period of 10 years, renewable on the 10<sup>th</sup> anniversary of this AGREEMENT, for use in the medical shape wear markets and all other adoptable markets set forth by MARENA as prospects. This AGREEMENT pertains to style 5860 as well as any style that would be protected by EFA's patent on the Ultriflex family of products. This exclusivity will remain in effect provided MARENA purchases a minimum of 60,000 linear yards annually.

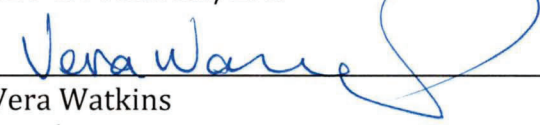
If EFA decides to discontinue supplying style 5860 or other Ultriflex products to MARENA for reasons other than MARENA's creditworthiness or the inability to mutually negotiate terms and conditions that EFA and MARENA find agreeable, EFA agrees to give MARENA a two-year notice (if applicable) and will directly assist MARENA in sourcing the Ultriflex product under an IP licensing AGREEMENT that would include a royalty paid to EFA by MARENA. While EFA is selling to MARENA direct, there will be no royalty fees. EFA agrees that if sourcing should ever occur, the sourcing agent will be required to abide by the same agreement terms as set forth in this agreement.

EFA agrees to not promote, barter, negotiate or sell style 5860 or any other Ultriflex products to any other company that would be considered a customer or competitor of Marena regardless of the end use. EFA promises to make no contractual agreements with any other buyer for these fabrics in any market that would enable the buyer to plan production or guarantee any continuity of delivery of these fabrics. As agreed, EFA will cut all seconds produced into pieces and MARENA's styles will be sold as pound goods for export only. EFA consents that it has no ongoing contracts or purchase orders on Style 5860 with any jobber; all off-quality fabric is sold on an as-accumulated basis.

Signatures:

  
James F. Robbins  
CEO & President/EFA

Date: 8/19/15

  
Vera Watkins  
CEO/Marena Group

Date: 8/19/2015

A circular embossed stamp from the State of New York is visible in the bottom right corner. It contains the text "STATE OF NEW YORK" around the perimeter and "JUL 19 2015" in the center. There is also a handwritten signature and date "8/19/15" in the bottom right corner.